

ORIGINAL

**IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE DISTRICT OF WYOMING**

FILED  
U.S. DISTRICT COURT  
DISTRICT OF WYOMING

JAN 10 2012

Stephan Harris, Clerk  
Casper

Ella-Vernel: Wagner, Plaintiff In Admiralty

CASE #

12CV09-J

Vs.

FREEDOM MORTGAGE CORPORATION, ROBERT  
J. HOPP & ASSOCIATES, LLC, STATE OF WYOMING,  
BIG HORN COUNTY SHERIFF KEN BLACKBURN,  
NORMAN HOWARD SAHM, Defendants in Admiralty,  
Severally and Individually, All

**AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT, OPPORTUNITY TO CURE,  
AND COUNTERCLAIM**

**NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY,  
AB INITIO, ADMINISTRATIVE REMEDY**

**Notice to Agent is Notice to Principal Notice to Principal, is Notice to Agent**  
Silence is Acquiescence, Agreement, and Dishonor

**This is a self-executing contract.**

**[28 U.S.C. §1333, §1337, §2461 and §2463]**

Comes now Ella-Vernel: Wagner, Plaintiff in Admiralty, by special visitation and not  
appearing generally, before this court seeking a remedy in Admiralty as is provided by

0AS851  
0AS852  
Receipt #  
Summons: Issued  
X not issued

"The Saving to the Suitors Clause" at USC 28 -1333(1). I am standing in my unlimited commercial liability as a Secured Party Creditor and request that the Defendants in Admiralty do the same, and waive all of their immunities. I respectfully request the indulgence of this court as I am not schooled in law. This is provided by the precedent set by Haines vs. Kerner at 404 U.S. 519.

**AS TO COUNT 1: I, Ella-Vernel: Wagner**, the Plaintiff in Admiralty, Secured Party Creditor, a Natural Woman, created by God, Demand that the Defendants in Admiralty produce their Proof of Claim. I demand to inspect the "Original Mortgage Note", with wet ink signatures, along with the Title Page that shows whether or not the mortgage has been satisfied. I believe that AMPRO MORTGAGE CORPORATION has sold the original note and failed to give credit to my account. This note was created on my credit, and signature and was not an asset of UNITED FINANCIAL MORTGAGE CORPORATION and the COLLECTION ENTITY HOPP. I believe the Defendants in Admiralty have not been damaged and have no legal right to a claim. As you well know, Proof of Claim must be established by law. Only the Original Mortgage Note will be accepted as proof of claim. If the Defendants in Admiralty have the original mortgage note let them bring it forth and offer their Proof of Claim for my inspection. I believe the Defendants in Admiralty DO NOT have lawful Proof of Claim and there is no proof to the contrary. This is Dishonor in commerce, Theft, Fraud, Conspiracy, and Racketeering.

**AS TO COUNT 2: I, Ella-Vernel: Wagner** tendered a lawful note to FREEDOM MORTGAGE CORPORATION to settle this debt. FREEDOM MORTGAGE CORPORATION has chosen to dishonor my lawful Note and has refused to zero the account. Lawful Money no longer is available for payment of debt in our economic system. Notes are considered as Legal Tender for debts, according to the Code. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no proof to the contrary.

**AS TO COUNT 3:** I, Ella-Vernel: Wagner, on or about July 11, 2010 and September 08, 2010, I have sent letters demanding proof of claim and have not been answered to date. Refusing to answer is un-refuted fact of inland piracy, and I believe the Defendants are covering up their attempted crime. There is no proof to the contrary.

**AS TO COUNT 4:** The Big Horn County Sheriff's office is acting in concert with out of state inland piracy. This is Fraud, misuse of Public Funds, Racketeering, and Conspiracy, I believe there is no proof to the contrary.

**AS TO COUNT 5:** Norman Howard Sahm has not been served with any process and is in contempt of court order from WYOMING FIFTH JUDICIAL DISTRICT COURT Civil Action No. 18827. Norman Howard Sahm crossed state lines to avoid service. This is Dishonor in Commerce and Fraud. I believe there is no proof to the contrary.

### **OPPORTUNITY TO CURE**

The Defendants in Admiralty have 21 calendar days to cure their Dishonor by the following:

1. Dismiss any and all claims against the Ella-Vernel: Wagner, Plaintiff in Admiralty, and the property with prejudice and monetary damages in defending against this fraud, OR,

2. Pay all damages as indicated by the counterclaim contained herein with Real Money. Surrender any and all Public Hazard Bonds, other Bonds, Insurance Policies, 801K, CAFR Funds, etc. as needed to satisfy counterclaim herein, OR,

3. Prove your claims against me by providing me with lawfully documented proof that is certified true and correct by all libelees in their unlimited commercial liability, while Under Oath, On and For the Official Record, under penalties of the law including Perjury. This evidence must prove your case by a preponderance or the greater weight of proof and must answer each and every averment, Point by Point individually. If any and all points are not answered fully and accompanied by lawfully documented proof, as provided herein, that will be Default on the part of the Defendants in Admiralty. Non Response according to the conditions herein will be default. Incomplete answers and/or lack of documented evidence as outlined herein will be Default. If the Defendants in Admiralty fail to respond as outlined herein, within 21 calendar days, this will be Default. Non Response will be a Self Executing Confession of Judgment by all Defendants in Admiralty, and will be complete agreement with all the statements, terms, and conditions of this contract. This is a contract in Admiralty. Any officer of the court that interferes or involves himself/herself with this claim will be added to this claim and become a Third Party Defendant. All Defendants in Admiralty are jointly and severally liable for this claim.

## COUNTERCLAIM

THE FOLLOWING DAMAGES HAVE BEEN ASSESSED AGAINST YOU SHOULD YOU FAIL TO MEET THE REQUIREMENTS AS PROVIDED IN THE OPPORTUNITY TO CURE CONTAINED HEREIN:

1. Failure to state a claim upon which relief can be granted \$1,000,000.00 (One Million US Dollars) per count, per violation, Per Third Party Defendant.
2. Failure to respond as outlined herein \$1,000,000.00 (One Million US Dollars) per count, per violation, Per Third Party Defendant.
3. Default by non response or incomplete response \$1,000,000.00 (One Million Dollars) per count, per violation, Per Third Party Defendant.
4. Dishonor In Commerce - \$1,000,000.00 (One Million Dollars) per count, per violation, Per Third Party Defendant.
5. Fraud - \$1,000,000.00 (One Million US Dollars) per count, per violation, Per Third Party Defendant.
6. Racketeering - \$1,000,000.00 (One Million US Dollars) per count, per violation, Per Third Party Defendant.
7. Theft of Public Funds -\$1,000,000.00 (One Million US Dollars) per count, per violation, Per Third Party Defendant.
8. Failure to pay Counterclaim in full within (30) Thirty Calendar Days of Default as contained herein. \$1,000,000.00 (One Million US Dollars), per calendar day, an interest

of 1.5 % per month compounded daily for the first (30) Thirty Days from the date of default. After (30) Thirty Days beginning on the (31<sup>st</sup>) Thirty first Day after Default, the penalties for Failure to pay will increase by \$5,000,000.00 (Five Million Us Dollars) for each calendar day that this counterclaim is not paid in full, plus interest. After (90) calendar days, beginning on the 91<sup>st</sup> day of the date of Default, the penalties for Failure to Pay Counterclaim will increase by \$10,000,000.00 (Ten Million US Dollars) per calendar day, that the Counterclaim is not paid in full, plus interest as indicated herein.

9. All Claims are stated in US Dollars which means that a US Dollar will be defined for the purposes of this counterclaim, as a One Ounce Silver coin of .999 fine silver, or the equivalent par value as established by law or the exchange rate as set by the US Mint, whichever is the higher amount, for a certified One Ounce Silver Coin at the time of the first day of default as outlined herein. If the claim is to be paid in Federal Reserve Notes or other certified funds these funds will only be accepted at Par Value as indicated above.

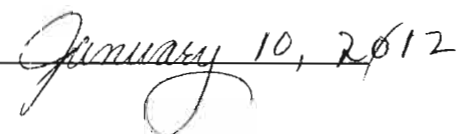
10. Punitive damages will be assessed as the total amount of the damages as outlined herein times (7) seven. Punitive damages will be added to the original amount of damages.



Ella-Vernel: Wagner, Claimant,  
Secured Party Creditor, Plaintiff in Admiralty  
c/o 820 Lane 42

Burlington, Wyoming near [82411]

Non-Domestic with the US

Date: 

**JURAT**

Wyoming State )

*[Signature]* ) ss.

~~Big Horn~~ County )

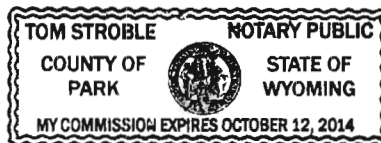
On the 9<sup>th</sup> day of January, 2012 A.D., the above signed Claimant, Secured Party Creditor personally appeared before me with this Administrative Affidavit of Specific Negative Averment, Opportunity to Cure, and Counterclaim, and proved to me on the basis of satisfactory evidence and identification to be the woman whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, signed under oath or asseveration, and accepts the truth thereof.

*[Signature: Tom Stroble]*

Notary name PRINTED

*[Signature]*

Notary Signature



Seal/Stamp

Copies to:

FREEDOM MORTGAGE CORPORATION                      Certified Mail #7008 2810 0002 0029 0182  
P. O. BOX 8068  
VIRGINIA BEACH, VA 23450

ROBERT J. HOPP & ASSOCIATES, LLC                      Certified Mail #7008 2810 0002 0029 0175  
400 E. 20<sup>TH</sup> STREET  
CHEYENNE, WY 82001

GOVERNOR MATT MEAD                                      Certified Mail #7008 2810 0002 0029 1028  
STATE CAPITOL BUILDING  
200 WEST 24<sup>TH</sup> STREET  
CHEYENNE, WYOMING 82001-0010

WYOMING SECRETARY OF STATE MAX MAXFIELD  
STATE CAPITOL BUILDING                                      Certified Mail #7008 2801 0002 0029 1035  
200 WEST 24<sup>TH</sup> STREET  
CHEYENNE, WYOMING 82001-0020

BIG HORN COUNTY SHERIFF KEN BLACKBURN  
P. O. BOX 69    Certified Mail #7008 2810 0002 0029 1059  
BASIN, WY 82410

NORMAN HOWARD SAHM                                      Certified Mail #7008 2810 0002 0029 1042  
P. O. BOX 47  
OLANCHA, CA 93441